



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR EUROPEAN CIVIL PROTECTION AND HUMANITARIAN AID  
OPERATIONS (ECHO)

The Director-General

Ref. D .....

08. 06. 2020

Brussels,  
ECHO.DDG.D.4 AC/ak D(2020)

**Sent exceptionally by email only**

**UNITED NATIONS  
CHILDREN'S FUND  
Ms Sandie BLANCHET  
Rue d'Arlon 80/5  
B-1040 BRUSSELS  
Tel: +3225132251  
e-mail: [Brussels@unicef.org](mailto:Brussels@unicef.org)**

**Subject: Acceptance of new Indirect Management Delegation Agreement  
ECHO/-AS/BUD/2020/91012**

**Ref.: Your proposal (version dated, 29/05/2020), registered at ECHO  
under file n° 2020/00750/RQ/01/05**

*Title: United Nations integrated action to support the efforts of the Government of  
Islamic Republic of Iran to manage and control the COVID-19 pandemic and mitigate its  
impacts on the most vulnerable communities*

*Country of action: IRAN*

*Amount: EUR 8 000 000.00*

*Start date of action: 12/04/2020*

*End date of action: 11/04/2021*

Dear Ms Blanchet,

Please find enclosed a scanned, signed version of the above-mentioned Agreement.

In view of the current circumstances, please send a scanned copy of the Agreement counter-signed by the persons empowered to represent and legally commit your organisation, and the Co-Delegates (UNDP and UNFPA), thereby confirming your acceptance and that of UNDP and UNFPA of this Agreement only to the following email: **ECHO-CENTRAL-MAILBOX@ec.europa.eu**

You may not, under any circumstances whatsoever, introduce changes in the Agreement transmitted for signature. The Agreement shall be considered concluded and shall enter into force on the date of receipt by DG ECHO of the scanned document, duly signed by your organisation.

You will receive four originals by courier as soon as the situation allows. One of the originals will have to be returned by registered mail, within 15 calendar days following its receipt, signed by the persons empowered to represent and legally commit your organisation, and the Co-Delegates (UNDP and UNFPA).

Please note that the original Agreement has to be signed by the same persons who signed the scanned copy and bear the same date of signature as the date on the scanned version received by email.

Yours sincerely,



**Paraskevi MICHOU**

Enclosures:            Agreement

Contact details for this file: Alessia CORSINI, email: [alcssia.corsini@ec.europa.eu](mailto:alcssia.corsini@ec.europa.eu)

Copy (by e-mail):    Bernard JASPERS-FAIJER – [Bernard.Jaspers-Faijer@echofield.eu](mailto:Bernard.Jaspers-Faijer@echofield.eu)  
                                 Caroline BIRCH – [Caroline.Birch@echofield.eu](mailto:Caroline.Birch@echofield.eu)  
                                 ECHO RO Pakistan - [ECHO.islamabad@echofield.eu](mailto:ECHO.islamabad@echofield.eu)



**EUROPEAN UNION  
INDIRECT MANAGEMENT DELEGATION AGREEMENT  
No ECHO/-AS/BUD/2020/91012  
APPLICABLE TO HUMANITARIAN AID ACTIONS FINANCED  
BY THE EUROPEAN UNION**

The **European Union** (the "Union"), represented by the European Commission (the "Commission"), represented for the purposes of signature of the Agreement by **Paraskevi MICHOU, Director-General, Directorate-General for European Civil Protection and Humanitarian Aid Operations ("ECHO")**,

On the one part,

**and**

**UNITED NATIONS CHILDREN'S FUND, UNICEF**  
3 United Nations Plaza  
USA- 10017 NEW YORK

("the International Organisation"), represented for the purposes of signature of the Agreement by **Sandie BLANCHET, Director**,

on the other part, (individually a "Party" and collectively "the Parties"),

**HAVE AGREED**

to this Indirect Management Delegation Agreement **ECHO/-AS/BUD/2020/91012** ("the Agreement"), composed of these Special Conditions, Single Form **2020/00750/RQ/01/05**, the General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union and the Management Declaration template.

The terms set out in the Special Conditions shall take precedence over those in other parts of the Agreement.

## SPECIAL CONDITIONS

### 1. Subject matter of the Agreement

- 1.1. This Agreement defines the activities entrusted to the International Organisation for the implementation of the Action entitled **United Nations integrated action to support the efforts of the Government of Islamic Republic of Iran to manage and control the COVID-19 pandemic and mitigate its impacts on the most vulnerable communities, IRAN** (the "Action") as described in the Single Form **2020/00750/RQ/01/05**, which forms an integral part of the Agreement. The Action shall be implemented pursuant to the General Conditions for Indirect Management Delegation Agreements applicable to humanitarian aid actions financed by the European Union ("the General Conditions").
- 1.2. With the signature of the Agreement, the International Organisation accepts the above terms and conditions and agrees to implement the Action in accordance with the Agreement, acting on its own responsibility.
- 1.3. In the performance of the activities, the International Organisation shall apply its own accounting, internal control and audit systems which have been positively assessed by the Commission in the ex-ante pillars assessment and which have been found to comply with the conditions set in Article 2.10 of the General Conditions.
- 1.4. The International Organisation shall apply its own rules for grant award procedures and procurement procedures as assessed by the Commission in the ex-ante pillars assessment and which have been found to comply with the conditions set in Article 2.11 of the General Conditions.
- 1.5. The Action is a Multi-Donor Action.
- 1.6. Not applicable.
- 1.7. This Agreement complies with the provisions of the Financial and Administrative Framework Agreement concluded between the European Union and the United Nations.

### 2. Entry into force of the Agreement and the implementation period of the Action

- 2.1. The Agreement shall enter into force on the date of receipt by the Commission of one of the originals of the Agreement duly signed by both Parties, pursuant to Article 3 of the General Conditions.
- 2.2. The implementation period of the Action shall run for **12 months** from **12/04/2020** ("the start date of the Action").
- 2.3. The eligibility period of the Action shall be from **12/04/2020** until the end of the implementation period of the Action specified in Article 2.2.

### 3. Financing the Action

- 3.1. The total cost of the Action is estimated at **EUR 8 278 024.63**.
- 3.2. The European Union undertakes to finance up to a maximum of **EUR 8 000 000.00**.
- 3.3. The flat rate mentioned in Article 19.4. of the General Conditions shall be **7%**.
- 3.4. The final amount of the Union contribution shall be determined in accordance with Article 21 of the General Conditions.

**4. Submission of reports and final payment request**

- 4.1 **Three months** before the end of the implementation period of the Action, the International Organisation shall submit an Interim Report on the Action's implementation, covering the implementation up to one month before the reporting date.
- 4.2 The International Organisation shall submit the final payment request and the Final Report within **three months** after the end of the implementation period of the Action pursuant to Articles 5 and 20 of the General Conditions.
- 4.3 By derogation from Articles 5.8 and 5.9 of the General Conditions, the International Organisation shall provide the Commission with a copy of the Financial Report, Audited Financial Statements, Report of the Board of Auditors for the year(s) in which the Action is implemented as well as the report on the Implementation of Recommendations made by the Board of Auditors for the previous year.

**5. Payment arrangements**

In accordance with Article 20 of the General Conditions, the Commission shall make a pre-financing payment equivalent to **80%** of the amount specified in Article 3.2 herein.

**6. Specific conditions applying to the Action**

- 6.1 The following specific conditions shall supplement, and have precedence over all other provisions of the General Conditions:

6.1.1 Where the communication of specific information to the Commission under Article 8.1 of the General Conditions would raise difficulties in light of the internal rules of the International Organisation, both Parties commit to consult each other with a view to finding a mutually acceptable solution.

6.1.2 The document "Provisions applicable only to Co-Delegation Agreements" shall be annexed to this Agreement and be deemed as an integral part of it.

6.1.3 For the purpose of this Agreement, the following legal entities are considered Co-Delegates:

**UNDP,**  
Boulevard du Regent 37-40  
1000 BRUSSELS – Belgium

**UNFPA,**  
Boulevard du Regent 37-40  
1000 BRUSSELS - Belgium

6.1.4 By derogation from Articles 5.8 and 5.9 of the General Conditions, UNDP shall provide the Commission with a copy of its Financial Report and audited Financial Statements i.e. the External Audit Report issued by the United Nations Board of Auditors, for the year(s) in which the Action is implemented.

By derogation from Articles 5.8 and 5.9 of the General Conditions, UNFPA shall provide the Commission with a copy of an opinion by an independent audit body covering the year(s) in which the Action is implemented. The opinion provided is the audited financial statements of the Organisation in its entirety and will not be limited to financial information on the costs covered by this Agreement.

6.2 The following specific conditions shall derogate from, and have precedence over all other provisions of the General Conditions:

6.2.1 In the event of a final surplus balance of total financing over expenditures at the financial closure of a project:

- The Organisation shall specify in the final report the amount of the surplus balance in the holding currency used by the Organisation together with the estimated amount in Euro and where the exchange rate of the Organisation can be consulted.

- This surplus in holding currency used by the Organisation in the Organisation's accounts will be converted into Euro using the rate of exchange of the Organisation in force on the day when the Commission's internal recovery order is established, which amount is later reflected in the debit note sent to the Organisation.

- The resulting Euro equivalent will then be refunded to the Contracting Authority.

This provision will not apply to the exchange rates used for reporting.

6.3 Not applicable

6.4 The applicable exchange rate to be used in reports shall be the rate applied by the International Organisation's own rules pursuant to Article 5.10 (b) of the General Conditions.

6.5 Interest generated on pre-financing shall not be due.

Done in four originals in the English language, one for the Commission, one for the International Organisation and one for each Co-Delegatee.

For the International Organisation

**Sandie BLANCHET,**  
Director



Signature

Done at Brussels

on 16 June 2020

For the Co-Delegatee

**Barbara PESCE-MONTEIRO,**  
Director, Brussels Office



Signature

Done at Brussels

on June 23, 2020

For the Co-Delegatee

**Sietske STENEKER,**  
Director, Brussels Office



Signature

Done at, Brussels

on June 23, 2020

For the Commission

**Paraskevi MICHOU**  
Director-General



Signature

Done at Brussels

on

**08 JUN 2020**

**Annex: Provisions applicable only to Co-Delegation Agreements**

**ANNEX TO**  
**Agreement N° ECHO/-AS/BUD/2020/91012**

**Provisions applicable only to Co-Delegation Agreements**

**Article 1: Parties and signature of Co-delegation agreements**

Where the International Organisation implements the Action together with Co-Delegates<sup>1</sup>, the Co-Delegates become Parties to the Agreement together with the International Organisation.

The General Conditions apply to Co-Delegates *mutatis mutandis*, subject to the provisions of this Annex.

**Article 2: Additional obligations of the International Organisation**

In addition to the obligations stated in the General Conditions the International Organisation shall:

- a) carry out the activities as described and assigned to it in the Single Form. If needed the Single Form may be supplemented by an Assignment Overview to provide a more detailed description of the assignment of tasks and responsibilities under the Action. This Overview shall be annexed to the Single Form and will be deemed to be an integral part of the Single Form for all purposes of this present Annex.
- b) ensure coordination with all Co-Delegates in the implementation of the Action;
- c) be the intermediary for all communications between the Co-Delegates and the Commission;
- d) be responsible for supplying without delay all documents and information to the Commission which may be required under this Agreement, in particular in relation to the narrative reports, the request for payment and the relevant management declaration and audit opinions from all the Co-Delegates. Where information from the Co-Delegates is required, the International Organisation shall be responsible for obtaining and consolidating this information before passing it on to the Commission. Any information given, as well as any request made by the International Organisation to the Commission, shall be deemed to have been given in agreement with all Co-Delegates;
- e) inform the Commission of any event likely to affect or delay the implementation of the Action;

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<sup>1</sup> Co-Delegatee is an entity implementing part of the Action and being party to the relevant Delegation Agreement, together with the International Organisation. The Co-Delegates, together with the International Organisation are referred to as "Delegates."



- f) inform the Commission as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Co-Delegates, as well as of any change in the name, address or legal representative of any of the Co-Delegates;
- g) be responsible in the event of monitoring and evaluations, as described in Article 13 of the General Conditions, for collecting and providing all the necessary documents;
- h) establish the payment requests in accordance with the Agreement;
- i) be the sole recipient, on behalf of all the Co-Delegates, of the payments of the Commission. The International Organisation shall ensure that the appropriate payments are then made to the Co-Delegates without unjustified delay;
- j) where relevant, repay funds to the Commission in line with Article 22 of the General Conditions without prejudice to Article 6 hereunder;
- k) not delegate any, or part of, the tasks listed above to the Co-Delegates or other entities.

### **Article 3: Obligations of the Co-delegates**

The Co-Delegates shall:

- a) carry out the activities as assigned to each Co-Delegatee in the Single Form, taking all necessary and reasonable measures to ensure that the Action is carried out in accordance with the description of the Action in the Single Form, and the terms and conditions of this Agreement;
- b) ensure that the International Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 13 of the General Conditions, as well as the relevant management declarations and audit or control opinion referred to in Articles 5.7 to 5.9 of the General Conditions (this does not apply to those documents and Co-Delegates that fall within an arrangement with the Commission to provide either of them annually);
- c) ensure that all information to be provided and requests made to the Commission are sent via the International Organisation;
- d) agree with the International Organisation upon appropriate internal arrangements for the internal coordination and representation of the Co-Delegates vis-a-vis the Commission for any matter concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);

- e) be responsible in the event of audits and checks, as described in Article 23 of the General Conditions for providing all the necessary documents, without prejudice to Article 5 hereunder.

#### **Article 4: Termination and suspension**

4.1 Article 17 of the General Conditions is amended as follows:

- a) in the first paragraph of Article 17.2 of the General Conditions, “may decide to terminate” shall be replaced by “may decide to terminate or partially terminate” and the “the International Organisation” shall be deemed to also include “a Delegatee”. In addition to Article 17.2 and in respect thereof, the Commission shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Delegatee which is terminated, in case of partial termination, among the remaining Delegatees, or on its possible replacement by a third party.
- b) In duly justified cases, the International Organisation may propose to terminate the participation of a Co-Delegatee to this Agreement. For this purpose, the International Organisation should communicate to the Commission the reasons for the proposed termination of its participation and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Co-Delegatee whose participation is terminated, or on its possible replacement. The proposal should be sent in good time before the termination is due to take effect. If the Commission agrees, the Agreement should be amended accordingly in conformity with Article 14. If the Commission does not agree, either Party may terminate the Agreement in accordance with Article 17.

4.2 In the case of termination of the participation of a Delegatee in accordance with Article 4.1 a) or b), the final payment regarding the activities allocated to the Delegatee concerned shall be included in the next payment request following termination communicated to the Commission.

#### **Article 5: Framework agreements and special arrangements**

Where the International Organisation and a Co-Delegatee have both concluded framework agreements with the Commission, the framework agreement of each Delegatee shall apply for the purpose of this Agreement, except regarding obligations on reporting and payments, to which only the International Organisation's framework agreement shall apply.

#### **Article 6: Financial responsibility**

Each Delegatee shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Implementing Partners, as set out in the Single Form, or for the activities assigned to it during the implementation of the Action in case these are not defined in the Single Form. The Commission shall recover any unduly paid or incorrectly used funds directly from the International Organisation unless the International Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that have or should have been implemented by a Co-Delegatee in accordance with

the Single Form. In such case, the Commission will recover directly from the concerned defaulting Co-Delegatee.

**Article 7: Dispute settlement**

In case of a dispute, Article 18.3 of the General Conditions shall apply to the entire Agreement. In case a dispute does not concern all Delegatees, the dispute settlement mechanism foreseen in Article 18.3 of the General Conditions will apply between the Commission and the relevant Delegatee(s).

**Article 8: Order of precedence**

In the event of a conflict between the General Conditions and the Provisions applicable only to Co-Delegation Agreements, the provisions of the latter shall take precedence.

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The General Conditions apply to Co-Delegates *mutatis mutandis*, subject to the provisions of this Annex.

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- f) inform the Commission as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Co-Delegates, as well as of any change in the name, address or legal representative of any of the Co-Delegates;
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#### **Article 5: Framework agreements and special arrangements**

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the Single Form. In such case, the Commission will recover directly from the concerned defaulting Co-Delegatee.

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In case of a dispute, Article 18.3 of the General Conditions shall apply to the entire Agreement. In case a dispute does not concern all Delegatees, the dispute settlement mechanism foreseen in Article 18.3 of the General Conditions will apply between the Commission and the relevant Delegatee(s).

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DG ECHO IMDA- Provisions applicable only to Co-delegation Agreements

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**Provisions applicable only to Co-Delegation Agreements**

**Article 1: Parties and signature of Co-delegation agreements**

Where the International Organisation implements the Action together with Co-Delegates<sup>1</sup>, the Co-Delegates become Parties to the Agreement together with the International Organisation.

The General Conditions apply to Co-Delegates *mutatis mutandis*, subject to the provisions of this Annex.

**Article 2: Additional obligations of the International Organisation**

In addition to the obligations stated in the General Conditions the International Organisation shall:

- a) carry out the activities as described and assigned to it in the Single Form. If needed the Single Form may be supplemented by an Assignment Overview to provide a more detailed description of the assignment of tasks and responsibilities under the Action. This Overview shall be annexed to the Single Form and will be deemed to be an integral part of the Single Form for all purposes of this present Annex.
- b) ensure coordination with all Co-Delegates in the implementation of the Action;
- c) be the intermediary for all communications between the Co-Delegates and the Commission;
- d) be responsible for supplying without delay all documents and information to the Commission which may be required under this Agreement, in particular in relation to the narrative reports, the request for payment and the relevant management declaration and audit opinions from all the Co-Delegates. Where information from the Co-Delegates is required, the International Organisation shall be responsible for obtaining and consolidating this information before passing it on to the Commission. Any information given, as well as any request made by the International Organisation to the Commission, shall be deemed to have been given in agreement with all Co-Delegates;
- e) inform the Commission of any event likely to affect or delay the implementation of the Action;

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<sup>1</sup> Co-Delegatee is an entity implementing part of the Action and being party to the relevant Delegation Agreement, together with the International Organisation. The Co-Delegates, together with the International Organisation are referred to as "Delegates."

- f) inform the Commission as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Co-Delegates, as well as of any change in the name, address or legal representative of any of the Co-Delegates;
- g) be responsible in the event of monitoring and evaluations, as described in Article 13 of the General Conditions, for collecting and providing all the necessary documents;
- h) establish the payment requests in accordance with the Agreement;
- i) be the sole recipient, on behalf of all the Co-Delegates, of the payments of the Commission. The International Organisation shall ensure that the appropriate payments are then made to the Co-Delegates without unjustified delay;
- j) where relevant, repay funds to the Commission in line with Article 22 of the General Conditions without prejudice to Article 6 hereunder;
- k) not delegate any, or part of, the tasks listed above to the Co-Delegates or other entities.

### **Article 3: Obligations of the Co-delegates**

The Co-Delegates shall:

- a) carry out the activities as assigned to each Co-Delegatee in the Single Form, taking all necessary and reasonable measures to ensure that the Action is carried out in accordance with the description of the Action in the Single Form, and the terms and conditions of this Agreement;
- b) ensure that the International Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 13 of the General Conditions, as well as the relevant management declarations and audit or control opinion referred to in Articles 5.7 to 5.9 of the General Conditions (this does not apply to those documents and Co-Delegates that fall within an arrangement with the Commission to provide either of them annually);
- c) ensure that all information to be provided and requests made to the Commission are sent via the International Organisation;
- d) agree with the International Organisation upon appropriate internal arrangements for the internal coordination and representation of the Co-Delegates vis-a-vis the Commission for any matter concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);

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- e) be responsible in the event of audits and checks, as described in Article 23 of the General Conditions for providing all the necessary documents, without prejudice to Article 5 hereunder.

#### **Article 4: Termination and suspension**

4.1 Article 17 of the General Conditions is amended as follows:

- a) in the first paragraph of Article 17.2 of the General Conditions, "may decide to terminate" shall be replaced by "may decide to terminate or partially terminate" and the "the International Organisation" shall be deemed to also include "a Delegatee". In addition to Article 17.2 and in respect thereof, the Commission shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Delegatee which is terminated, in case of partial termination, among the remaining Delegatees, or on its possible replacement by a third party.
- b) In duly justified cases, the International Organisation may propose to terminate the participation of a Co-Delegatee to this Agreement. For this purpose, the International Organisation should communicate to the Commission the reasons for the proposed termination of its participation and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Co-Delegatee whose participation is terminated, or on its possible replacement. The proposal should be sent in good time before the termination is due to take effect. If the Commission agrees, the Agreement should be amended accordingly in conformity with Article 14. If the Commission does not agree, either Party may terminate the Agreement in accordance with Article 17.

4.2 In the case of termination of the participation of a Delegatee in accordance with Article 4.1 a) or b), the final payment regarding the activities allocated to the Delegatee concerned shall be included in the next payment request following termination communicated to the Commission.

#### **Article 5: Framework agreements and special arrangements**

Where the International Organisation and a Co-Delegatee have both concluded framework agreements with the Commission, the framework agreement of each Delegatee shall apply for the purpose of this Agreement, except regarding obligations on reporting and payments, to which only the International Organisation's framework agreement shall apply.

#### **Article 6: Financial responsibility**

Each Delegatee shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Implementing Partners, as set out in the Single Form, or for the activities assigned to it during the implementation of the Action in case these are not defined in the Single Form. The Commission shall recover any unduly paid or incorrectly used funds directly from the International Organisation unless the International Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that have or should have been implemented by a Co-Delegatee in accordance with

the Single Form. In such case, the Commission will recover directly from the concerned defaulting Co-Delegatee.

**Article 7: Dispute settlement**

In case of a dispute, Article 18.3 of the General Conditions shall apply to the entire Agreement. In case a dispute does not concern all Delegates, the dispute settlement mechanism foreseen in Article 18.3 of the General Conditions will apply between the Commission and the relevant Delegate(s).

**Article 8: Order of precedence**

In the event of a conflict between the General Conditions and the Provisions applicable only to Co-Delegation Agreements, the provisions of the latter shall take precedence.

